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September 21, 1999

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VIA FACSIMILE & REGULAR MAIL

James R. Latta, Esq.
140 S. Dearborn Street
Suite 1610
Chicago, IL 60603-5202

Re: Rogers Cartage/Solutia Access Agreement

Dear Mr. Latta:

Enclosed is the final, revised version of the Access Agreement ("Agreement") to permit Solutia Inc. ("Solutia") to access Rogers Cartage Company ("Rogers Cartage") property in Sauget, Illinois. Per our conversation on Friday, September 17, 1999, I have revised Paragraphs 5 and 12 of the Agreement. Note that I have extended the notice provision in Paragraph 5 to five (5) days advance notice prior to Solutia's first entry on the property, which is the most advance notice that Solutia is able to provide.

Please be advised, however, that Solutia, under the terms of the notice provision contained in Paragraph 5, will be able to provide Rogers Cartage with advance notice of the week during which Solutia will be sampling Well EE-04, but Solutia cannot provide five days advance notice of the exact day upon which Solutia will be sampling the well. Variations in the sampling schedule will not permit this type of exactitude in scheduling.

Please have your client sign both originals of the agreement, and return them to me at the above address. I will then return one original, signed by Solutia, to you for your files.

As always, if you have questions regarding this agreement, please call me at the above number, or call Michael McAteer at U.S. EPA at 312-886-4663.

James R. Latta, Esq.
September 21, 1999
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Very truly yours,

Thompson Coburn LLP

By *Colleen E. Michuda*
Colleen E. Michuda

CEM/gao

Enclosures

cc: D. Michael Light
Michael McAteer

ACCESS AGREEMENT

This Agreement is made as of the _____ day of September, 1999, between Rogers Cartage Company ("Rogers Cartage"), a land owner in St. Clair County, Illinois, and Solutia Inc. ("Solutia"), whose principal offices are located at 575 Maryville Centre Drive, St. Louis, Missouri 63141.

WHEREAS, Solutia has been requested by the United States Environmental Protection Agency to reexamine a sampling well, identified as Ecology & Environment Well 4 (EE-04) previously installed on property owned by Rogers Cartage located at 2900 Falling Springs Road, Sauget, Illinois; and Solutia has requested permission from Rogers Cartage to enter upon a portion of the property at 2900 Falling Springs Road, Sauget, Illinois for the purpose of taking samples from Ecology & Environment Well 4.

WHEREAS, Rogers Cartage is willing to grant Solutia a limited and revocable license for the purpose aforesaid as further set forth hereinbelow.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Rogers Cartage hereby grants to Solutia a revocable license to enter upon real property owned by Rogers Cartage located at Falling Springs Road and Nickell Street in Sauget, Illinois, parcel number 409-001, for the purpose of sampling groundwater from Ecology & Environment Well 4. Solutia shall be permitted to redevelop such well, or to drill another well at this location if necessary, in order to perform the required sampling activities. These sampling activities shall be referred to herein as the "Work." This Agreement shall not be deemed to create an easement over or in, or a lease in or over, nor an interest in Rogers Cartage's property other than a terminable license for the purposes set forth in this Agreement.

2. The Work shall be performed in accordance with all applicable federal, Illinois, and local laws and regulations in effect at the time the Work is performed, and Solutia shall be responsible for obtaining all necessary permits, licenses or approvals in connection with the Work. Performance of the Work shall be at Solutia's sole cost and expense, with no costs or expenses for the Work to accrue to Rogers Cartage.

3. Said access for sampling shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

4. Solutia agrees that upon completion of the Work, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its

original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all activities undertaken by Solutia Personnel. The Work to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

5. Solutia shall provide Rogers Cartage with actual written notice, which may be by facsimile, at least five (5) business days prior to Solutia's first entry onto Rogers Cartage property to commence the Work. This notice shall include a written schedule stating the Work to be performed on the property, as well as the anticipated beginning and ending dates of the Work. In its sole discretion, Rogers Cartage personnel shall have the right to be present during the sampling, and may request and obtain split samples from Solutia.

6. Rogers Cartage shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Rogers Cartage has actual knowledge that might reasonably be expected to be damaged by the Work to be performed hereunder or that might significantly interfere with the performance of the Work provided herein. Rogers Cartage will cooperate and provide any available site information, but doing so shall not alter Solutia's responsibility for assuring safe and appropriate performance of the Work. In addition, Solutia shall independently contact such local utilities as are appropriate to verify the location of any utility lines or other hazards on or near the property.

7. Solutia shall provide Rogers Cartage with a copy of the final test results and analytical data with respect to Work performed on Rogers Cartage's property, as incorporated into the Final Reports approved by U.S. EPA. All copies shall be made at Rogers Cartage's expense.

8. Solutia and/or its employees, agents, contractors and subcontractors shall be responsible for the disposal of any soil cuttings, waste, water, and any other materials generated during the Work.

9. Solutia and its employees, agents, contractors and subcontractors shall conduct all Work on the property in a safe and workmanlike manner and shall exercise reasonable care to avoid injury to persons or damage to property and shall use best efforts to perform the Work in accordance with the schedule. Solutia shall immediately notify Rogers Cartage of any injury or damage to person or property which Solutia knows to have occurred in connection with the performance of the Work on the property.

10. As to the Work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the Work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorneys' fees and experts' fees) directly resulting from any

liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred. The obligations of Solutia under this paragraph shall survive termination of this Agreement.

11. Notices, letters, and other written correspondence relating to this Agreement shall be directed to the respective party as set forth below, or as modified by that Party, by written notice:

FOR SOLUTIA INC.:

Joseph G. Nassif
Thompson Coburn LLP
One Mercantile Center
St. Louis, Missouri 63101-1693

FOR ROGERS CARTAGE COMPANY:

James R. Latta, Attorney at Law
140 South Dearborn Street
Suite 1610
Chicago, Illinois 60603
Phone: (312) 443.1626

12. The access to and right to enter the Property granted to Solutia under this Agreement shall terminate upon the earlier of the completion of the Work, or September 20, 2000, unless extended in writing. Solutia shall, upon completion of the Work, restore those portions of Property affected by the Work as nearly as possible to their original state and condition.

13. By entering into this Agreement, no party waives any rights, claims or defenses it may have against the other under the law, nor makes any admission of liability or responsibility.

14. This writing constitutes the full and entire agreement of the parties regarding the subject matter hereof. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or enforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms or provisions shall not be affected and shall remain in full force and effect.

15. This Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws rules.

16. This Agreement may be assigned by either party upon prior written notice to the other party.

17. Each party and signatory to this Agreement represents and warrants to the other party that it has full power, authority and legal rights, and has completed all proceedings and obtained all approvals necessary, to execute, deliver and perform this Agreement.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as follows:

ROGERS CARTAGE COMPANY

SOLUTIA INC.

By: _____

Title: _____

By: _____

Title: _____